

INVITATION TO BID No.
ALEX 22004
FURNISH
LAWN SERVICES FOR CLTCC FACILITIES

ISSUING AGENCY: Central Louisiana Technical Community College
516 Murray Street
Alexandria, LA 71301
Attention: Amanda Deshotel

CHIEF PROCUREMENT OFFICER:	Amanda Deshotel Email: amandadeshotel@cltcc.edu Office: (318) 487-5443 extension 6106	

ITB RELEASE DATE:	May 16, 2022	
SITE VISIT STRONGLY ENCOURAGED	May 23 – 26, 2022	See attached campus schedule
ONSITE VISIT DATE & TIMES:	As scheduled per campus	See attached campus schedule

DEADLINE FOR BIDS: 3:00 p.m., Central Time, Monday, June 6, 2022

BID OPENING DATE: Tuesday, June 7, 2022

BID OPENING TIME: 9:00 a.m. Central Time

BID OPENING LOCATION: Central Louisiana Technical Community College
Alexandria Campus
516 Murray Street
Alexandria, LA 71301

UNSIGNED OR LATE PROPOSALS WILL BE REJECTED

DEFINITIONS & INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Central Louisiana Technical Community College. The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

Issuance of this Invitation to Bid does not ensure that CLTCC will make an award.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes 39:1551-1738. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$30,000 all solicitations must be advertised on the State Purchasing website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices **MUST** be either typewritten or printed in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the College unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Any erasure, strike – through, correction or other change(s) in the bid **MUST** be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE. Bidders must submit one (1) originally signed bid response form with any required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

REJECTION OF BIDS

The College reserves the right to reject any and all bids, and to waive any informality. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

SEALED BID

The entire bid shall be sealed. All bids must be submitted in a sealed bid envelope with the bid number and opening date listed on the envelope. The name and address of the Bidder **MUST** appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the special bid envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

BIDS BINDING

All formal bids shall be binding for a minimum of ninety (90) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

In accordance with the provisions of L.S.A.-R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the College will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

BID DUE DATE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the CLTCC Purchasing Department prior to the designated deadline for return of bids.

DELIVERY OF BIDS

Each bid response shall be time recorded by Purchasing Department personnel upon its delivery. The Bidder, or the Bidder's agent, may hand deliver the bid to the CLTCC Purchasing Department, or the Bidder may cause the bid to be delivered by an express carrier. Responsibility for ensuring that a receipt of delivery for their proposal remains with the bidder. The Bidder may elect to mail the bid by registered or certified mail return receipt requested.

The address for delivery of bids is: Central Louisiana Technical Community College
516 Murray Street
Alexandria, LA 71301
Attention : Amanda Deshotel

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Chief Procurement Officer in addendum form, shall be considered as valid. **Telephone inquiries are not allowed.** Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and may be faxed to the Purchasing Department at 318-487-5977. Bidders may submit inquiries via email to the Chief Procurement Officer at: amandadeshotel@cltcc.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and may be faxed to the Chief Procurement Officer. Bidders may submit inquiries via email to the Chief Procurement Officer at: amandadeshotel@cltcc.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents, or to all in attendance at the pre-bid meeting if inquiries are after that date.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID COST INCURRED

This solicitation does not commit the College to award a contract and the College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

QUALIFICATION OF BIDDER

The College reserves the right to make inquiries and investigations, as it deems necessary to determine the responsibility of any Bidder to perform the services to bid. The Bidder shall provide all information and data for this purpose as the College may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

SPECIFICATIONS

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and DO NOT restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the Chief Procurement Officer prior to bid opening.

TAXES

The Bidder shall include in the bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The College is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

BID AWARD

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The lowest responsible and responsive Bidder will be determined by the BID PRICE TOTAL and any additives selected by the College at time of bid award. The Bidder should be relatively competitive in relation to other Bidder prices for Additional Clean-up, Additional Stripping and Waxing service, etc.

Bids may be awarded by individual campuses and not as one award. Chancellor of CLTCC will determine how awards will be handled.

BUILDING SQUARE FOOTAGE

Bidders shall be responsible for the measurement of the exact square footage of the building. The measurements stated herein are approximate and Bidders shall be responsible for obtaining exact measurements if needed for calculating bid prices.

BID PRICES

The prices bid shall be firm to cover all labor, equipment, materials, cleaning supplies, services, supervision, bonds, insurance, transportation and any other costs necessary to execute the designated janitorial housekeeping services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes AND delivery charges.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The CONTRACTOR agrees that the College and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the CONTRACTOR related to this solicitation and any resulting contract.

ACCIDENTS

The CONTRACTOR agrees that in the event of any accident of any kind and degree, the CONTRACTOR will immediately notify the College's Campus Dean or designee at the specific site of the accident and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract, or any portion thereof or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without the

previous consent, in writing, of the College. Any attempted assignment under the contract shall be void and shall have no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the CONTRACTOR'S bid response and the CONTRACTOR'S performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The College and CONTRACTOR shall execute contract for a period not exceeding thirty six (36) months, in the form prescribed herein by the College, no later than the expiration period for furnishing verification of insurance coverage.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Central Louisiana Technical Community College, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions.

The full term of the contract including the possible two (2) extensions shall not exceed a period of sixty (60) months in total.

CONTRACT CANCELLATION

Central Louisiana Technical Community College has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. First instance of failure to provide contractual components will result in a letter of notification to contractor with five (5) days in which to comply. Second offense will result in immediate termination of contract. The College may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The CONTRACTOR may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of an academic semester. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

FUNDING CLAUSE

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

COPYRIGHTS AND PATENTS

The CONTRACTOR shall indemnify and hold harmless the State, the College, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which CONTRACTOR is not the patentee, assignee, or licensee.

HAZARDOUS WASTE GENERATION

In the event the CONTRACTOR produces a hazardous waste as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, the CONTRACTOR shall be designated as the generator of such waste. The liability of hazardous waste disposal shall rest with the CONTRACTOR and not the College.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The CONTRACTOR shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall be an equal employment opportunity employer. The CONTRACTOR shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

HOLIDAYS

Generally, the College recognizes the following holidays.

- | | |
|---------------------------|---------------------|
| 1) New Year's Day | 5) Independence Day |
| 2) Martin Luther King Day | 6) Labor Day |
| 3) Good Friday | 7) Thanksgiving Day |
| 4) Memorial Day | 8) Christmas Day |

The College's official holiday schedule will be provided to the CONTRACTOR on or around August 1st. The CONTRACTOR shall be responsible for responding to scheduled service on the holidays listed above. The CONTRACTOR shall seek, in writing, advance written approval from the Campus Dean or designee regarding the recognition of any other holidays for its employees not recognized by the College. The CONTRACTOR may request additional days off for services performed during scheduled Holidays.

ORDER OF PRIORITY

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will posted to LaPac. The College will not be responsible for any other explanation of the documents.

COMPLIANCE WITH CIVIL RIGHT LAWS

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act

of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

SPECIAL ACCOMMODATION

Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

SIGNATURE AUTHORITY

ATTENTION: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendams as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT.

By signing and submitting any bid for \$30,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.EPLS.gov>.

FEDERAL CLAUSES, IF APPLICABLE

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti- Kickback” Act which provides that each contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE

**516 Murray Street
Alexandria, LA 71301**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

INSURANCE-STATEMENT

This is to certify that we carry the Workmen's compensation & Employer's Liability Insurance & General Liability Insurance and Automobile Liability Insurance as outlined above with: Company(s).

Bid or Request for Quotation

Number ALEX22002

SIGNED: _____

FIRM: _____

TITLE: _____

DATE: _____

INDEPENDENT CONTRACTOR

All of the CONTRACTOR'S employees furnishing or performing services under the contract shall be deemed employees solely of the CONTRACTOR and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College. The CONTRACTOR shall perform all services as an independent CONTRACTOR and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the College.

INSPECTION OF FACILITIES

It is the CONTRACTOR'S responsibility to visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any CONTRACTOR because of lack of knowledge of conditions.

INSURANCE

The CONTRACTOR shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the College.

COLLEGE PERSONNEL

As a result of this contract, the Contractor shall be required to interview any displaced employee of CLTCC for consideration of employment within their company.

KEYS

The CONTRACTOR shall sign for and be responsible for all keys issued to the Contractor's representative. Keys shall not be left in doors and shall not be used to admit anyone except recognized College personnel. All exterior entrance doors shall be closed, locked and checked before leaving the building each evening. All interior doors shall be closed, locked and checked before leaving the building each evening. Contractor will be responsible for working with the CONTRACT COORDINATORS to obtain schedules of when building should be open and/or locked.

In the event of loss of any keys, the CONTRACTOR notify the Campus Dean or Designee immediately and shall reimburse the College in whole or in part to correct any breach of security in the facility or facilities. The College reserves the right to hold or deduct any costs from payments due the CONTRACTOR to insure reimbursement for the security breach caused thereby.

COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The CONTRACTOR shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The CONTRACTOR shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the CONTRACTOR pursuant to the terms of the contract. If any such lien shall at any time be filed against the College's premises in connection with the contract and the CONTRACTOR shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the College may, without prejudice to any right or remedy available to the College, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The CONTRACTOR and its surety or insurance company shall be

held liable for all costs and expenses (including attorney fees) incurred by the College in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The College reserves the right to purchase or receive services within the scope of the contract determined by the College to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the CONTRACTOR shall be to the last known address on file with the College, unless otherwise amended in the contract. Notification to the College shall be to Central Louisiana Technical Community College Purchasing Department, 516 Murray St, Alexandria, LA 71301.

PERMITS AND LICENSES

The CONTRACTOR shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the CONTRACTOR shall post or display in a prominent place such permits and/or notices as are required by law.

PRESENCE ON COLLEGE PREMISES

The CONTRACTOR agrees that all persons working for or on behalf of the CONTRACTOR whose duties bring them upon the College premises shall obey all College rules, policies, security measures and vehicle regulations that are established by the College and shall comply with the reasonable directives of its College representatives. CONTRACTOR employees shall at all times be properly uniformed in clean, easily recognized Contractor-issued apparel.

The CONTRACTOR agrees that all employees of the CONTRACTOR shall register their motor vehicles with the campus and that all employees will pay the current annual faculty/staff vehicle registration fee. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the CONTRACTOR will then become responsible for payment of all fines assessed against the employee.

The CONTRACTOR shall be responsible for the acts of its agents and employees while on the College premises. Accordingly, the CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons or property located on the College premises.

The CONTRACTOR shall be responsible for all damages to persons or property caused by the CONTRACTOR or any of its agents or employees. The CONTRACTOR shall promptly repair, to the specifications of the College's Facilities and Risk Management Department, any damage that the CONTRACTOR, its agents or employees, may cause to the College premises or equipment. The CONTRACTOR shall not allow any party under 18 years of age or any party that is not on the CONTRACTOR'S payroll in any facility at any time.

PUBLICITY

The CONTRACTOR shall not in any way or in any form publicize or advertise in any manner the fact that the CONTRACTOR is providing services to the College without the express written approval of the Chancellor, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the CONTRACTOR from listing the College on its routine client list for matters of reference.

SAFETY

The CONTRACTOR, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the CONTRACTOR shall use equipment, signs, barriers, or other devices to protect persons or property. Hazardous materials are not to be used by the CONTRACTOR for the performance/execution of the services listed in this contract. Any unsafe areas noted must be reported to the College Safety Coordinator located at each respective location.

SECURITY

The College shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the CONTRACTOR, employees or agents, which may be brought or stored on the College campus.

STANDARDS OF PERFORMANCE

The CONTRACTOR agrees to perform the services specified in the contract with that standard of care, skill, and diligence expected of a professional service provider in the performance of such services.

SUPERVISION

The CONTRACTOR shall provide adequate and expert on-site managerial supervision for its agents and employees in the areas under the contract. Supervision will be exercised during all times an employee would be considered as “working”. The Supervisor will be the principle contact between the CONTRACTOR and the CONTRACT COORDINATOR.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the CONTRACTOR shall vacate all parts of the College premises occupied by it and shall restore the premises to the College in the same condition as when originally made available to the CONTRACTOR, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the College.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The CONTRACTOR shall pay when due all taxes or assessments applicable to the CONTRACTOR. The CONTRACTOR shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. CONTRACTOR is NOT a public agency; therefore, CONTRACTOR is not exempt from sales & use taxes.

TERMINATION

If, because of reasons beyond the control of the College (e.g. fire, legislative funding), business operation in any or all of the facilities of the College are interrupted or stopped, then the College shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The College may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The CONTRACTOR may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of an academic semester. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

USE OF COLLEGE FACILITIES

The CONTRACTOR, its agents and employees shall have the right to use only those facilities of the College that are necessary to perform services under the contract and shall have no right of access to any other facility of the College.

UTILITY SERVICES

The College shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the CONTRACTOR. Any modification to existing outlets required or requested by the CONTRACTOR shall be at the CONTRACTOR'S expense. The College shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

SPECIFICATIONS

Scope of Work – Grounds Maintenance:

Contractor to furnish all labor, tools, equipment, materials and transportation to perform Landscape maintenance. Contractor to be in possession of all licenses and permits required by state and local agencies including but not limited to the Louisiana Commercial Pesticide Applicator's Certification, Louisiana Landscape Contractor's License, and the Louisiana State Horticulture Service license, and Ground Owner Operator License. Laborers shall be supervised by CLTCC Department of Facilities and Risk Management Maintenance Supervisor.

Replace any plants or trees which are distressed.

Replace any cabling, bracing, guying if damaged.

Replace any sprinkler heads or drip irrigation damaged by contractor with same type and manufacturer as originally installed.

Service to include mowing of all designated lawn areas, edging of all designated areas, weeding of flower beds, weed removal of all lawn areas, fertilizing, pruning and hedging shrubs, insect and disease control, applying pesticides, mulching and plant refuse removal. See attached chart for service schedule.

Plants are to be treated with pesticides for all insect infestations and diseases caused by fungal or bacterial infection. Any diseases caused by cultural practices are to be treated by change in cultural practices.

At Each Service:

1. Monitor landscape for insects and diseases.
2. Apply insecticides and fungicides if necessary based on assessment.
3. Remove plant debris, leaves and tree limbs from property.
4. Weed flower beds and keep them weed free.
5. Provide MSDS sheets to CLTCC Department of Facilities and Risk Management Maintenance Supervisor for any products used.
6. Mow, weed and edge all designated areas.

Every Month:

1. Apply a systemic herbicide like Round-Up to all cracks in sidewalks, parking lots, etc.

Every Other Month:

1. Prune all shrubs and small trees to keep walkways clear.
2. Hedge all shrubs requiring hedging.

At Appropriate Time:

1. Fertilize all shrubs and annual beds two times a year during the growing season using a slow release fertilizer specially formulated for the plants being fertilized.
2. Fertilize all lawns two times a year at the recommended times using a slow release product recommended by LA Cooperative Extension Service.
3. Mulch all beds, individual shrubs, and small trees two times a year using pine bark mulch in a donut like shape with the mulch being 6 inches deep with an insecticide recommended by LA Cooperative.
4. Treat properly with a fire ant bait in late April and apply again in early September. Use a bait recommended by the LA Cooperative Extension service and apply it to lawn and bed areas by broadcasting it using a broadcast spreader. Spot treat individual any mounds as needed with an insecticide approved for fire ants.

CLTCC Campus													
Task	January	February	March	April	May	June	July	August	September	October	November	December	Total
Mowing	1	1	2	4	5	4	5	5	3	2	1	1	34
Litter	1	1	2	4	5	4	5	5	3	2	1	1	34
Edge	1	1	2	4	5	4	5	5	3	2	1	1	34
Trim	1	1	2	4	5	4	5	5	3	2	1	1	34
Bed Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Prune(as directed)	1	1	1	1	1	1	1	1	1	1	1	1	12
Weed Control	1	1	1	1	1	1	1	1	1	1	1	1	12
Ant Control(as needed)	1	1	1	1	1	1	1	1	1	1	1	1	12
Inspect Irrigation(duration)	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulching (as needed)			1							1			2
Fertilize (as needed)		1									1		2

1. **On-site inspection tour scheduled as requested**
2. **Inquiry Period** – all inquiries, requests for information, requests for clarification, etc. shall be made in writing to the Purchasing Department. Inquiries may be faxed or emailed. Fax inquiries shall be sent to 318-487-5977. Email inquiries shall be sent to the Procurement Specialist email: amandadeshotel@cltcc.edu. Inquires will be accepted for a one week period following the on-site inspection tour/question and answer session meeting. All inquiries are due to the College by 3:00 PM on Thursday, June 2, 2022. Any inquiry submitted after this time will not be responded to.
3. The College Purchasing Office will issue an addendum to address any and all inquiries, if required. This will be the only official and binding response to any inquiry.
4. **Scope of Services** – contractor shall provide complete lawn services for all College facilities included in the contract. Central Louisiana Technical Community College reserves the right to add or delete a facility. Additionally the College may use the contractor to supply general labor on an as needed basis for other facilities owned, leased, or rented by the College. In these cases, the contractor shall charge the College the hourly labor rate for work outside of the normal scope of work. See the detailed scope of services required for information that is more detailed.
5. **Contractor Personnel** – contractor shall provide a sufficient amount of adequately trained staff to perform all required lawn services in a timely manner.
 - a. **Drug & Alcohol Testing** – contractor shall require employees to submit to a standard drug and alcohol test upon initial employment, and later if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The College may request that the contractor perform a standard drug and alcohol test on any of the contractor's employees. Additionally the contractor must perform a drug and alcohol test following any workplace incident / accident on CLTCC property within two (2) hours of the incident / accident. Anyone who tests positive for drugs and / or alcohol shall no longer be allowed on CLTCC premises.
 - b. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times. The College reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the College requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.
 - c. The College reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the College deems it to be in the College's best interest.
 - d. The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the Campus Dean or designee of that replacement.
 - e. Contractor's employees will not be able to use common areas of any College facility for breaks, lunch, etc. Contractor shall be allowed to use the common restrooms in these facilities.
 - f. Contractor's employees shall adhere to the College's tobacco-free policy.

On Site Campus Tour

Campus Location	Date	Time
CLTCC Huey P Long Campus 5960 Hwy 167 North Winnfield, LA 71483	May 23-26, 2022	10:00 AM
CLTCC Ward H Nash Avoyelles Campus 508 Choupique Lane Cottonport, LA 71327	May 23-26, 2022	10:00 AM
CLTCC Alexandria Campus 4311 S MacArthur Drive Alexandria, LA 71302	May 23-26, 2022	10:00 AM
CLTCC Alexandria Campus 516 Murray St Alexandria, LA 71301	May 23-26, 2022	10:00 AM
CLTCC Alexandria Campus 1321 Second St Alexandria, LA 71301	May 23-26, 2022	10:00 AM
CLTCC Ferriday Campus 2100 EE Wallace Blvd Ferriday, LA 71334	May 23-26, 2022	10:00 AM
CLTCC Rod Brady Campus 521 E Bradford ST Jena, LA 71342	May 23-26, 2022	10:00 AM

1. Invoicing / Payment

- a. Contractor shall submit a monthly invoice for services rendered in the previous month. The invoice shall be submitted no later than the 10th day of the month. The contractor shall include all monthly written reports with the invoice.
- b. The College shall review monthly invoices and confirm lawn task/frequency/schedule is complete and in accordance with contract terms prior to process of payments. Terms shall be Net 30 days.

2. Contract Dates / Term

- a. This contract shall be from the date of award through June 30, 2023.
- b. Based on mutual agreement this contract may be extended for two additional 12-month periods with the same terms and conditions. In such case, the total contract term cannot exceed 60 months.

PROPOSAL

CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE

Bid Number: ALEX 22004

Grounds Maintenance for CLTCC

Bid Date: 6/06/2022

<u>Item</u>	<u>Description</u>	<u>Monthly Price</u>	<u>Annually Price</u>
1.	Grounds Maintenance for Alexandria CLTCC 4311 South MacArthur Drive Alexandria, LA 71302	_____	_____
2.	Grounds Maintenance for Alexandria Campus CLTCC 516 Murray Street Alexandria, LA 71301	_____	_____
3.	Grounds Maintenance for Alexandria Campus CLTCC 1321 Second St Alexandria, LA 71301	_____	_____
4.	Grounds Maintenance for Winnfield Campus CLTCC 5960 Hwy 167 North Winnfield, LA 71483	_____	_____
5.	Grounds Maintenance for Rod Brady Campus CLTCC 521 East Bradford Street Jena, LA 71342	_____	_____
6.	Grounds Maintenance for Ferriday Campus CLTCC 2100 E.E. Wallace Boulevard Ferriday, LA 71334	_____	_____
7.	Grounds Maintenance for Avoyelles Campus CLTCC 508 Choupique Street Cottonport, LA 71327	_____	_____

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

_____, (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____, (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of Contract: _____

Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doe.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doe.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors. If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: Provide Lawn Services as per attached Specifications and Requirements and bid response form.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

To The Vendor:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The College is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____